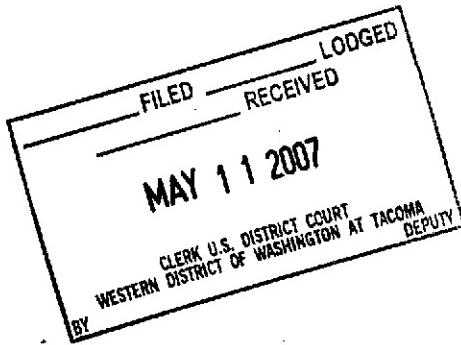


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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

NO. C07 5244 RBL

NOTICE OF REMOVAL

AMERICAN MORTGAGE
EDUCATORS, INC., a Washington
Corporation,

Plaintiff,

v.

HARJITT SINGH GILL, a married man
in his separate capacity,

Defendant.

To the Honorable Judges of the United States District Court for the Western District of
Washington at Tacoma:

Removing party, Harjit Gill, by Jefferson Coulter of AXIOS Law Group, PLLC, his
undersigned attorney, respectfully shows this Court:



07-CV-05244-NTC

1. Removing party is the defendant in the above-entitled action, No. 07-2-00897-4 brought in the Superior Court of Washington for Thurston County.¹
 2. On May 4, 2007, Cause No. 07-2-00897-4 was commenced against removing party in the Superior Court of Thurston County, State of Washington, and is now pending in such court.
 3. On May 9, 2007, removing party was served with a summons and complaint, together with a memorandum of points and authorities and an ex parte temporary restraining order, at Yelm, WA, by personal service.
 4. Plaintiff is a Washington corporation with a place of business at Yelm, WA, and defendant is a resident of the State of Washington.
 5. The above-entitled action is a civil action for business damages resulting from defendant's refusal to permit plaintiff to use defendant's copyrighted book, software, registered domain name, or trademark.
 6. This Court has original jurisdiction of the above-entitled action under 28 U.S.C. § 1331 (federal question); and 28 U.S.C. § 1338(a) (copyright and trademark). This court has pendent and/or supplemental jurisdiction under 28 U.S.C. § 1337 for causes of action arising under the laws of the state of Washington because these state law causes of action form part of the same case or controversy, and the action may therefore be removed to this Court under 28 U.S.C. §§ 1331(b)-(c) and § 1400.

¹ Defendant is the Plaintiff in an action for Copyright and Trademark Infringement currently before this Court under Cause No. 3:07-CV-05229-RBL, which was served on the Plaintiff in the state court action on May 7, 2007.

7. Copies served on petitioner in the above-entitled action are attached hereto as Exhibit A. Copies of the Complaint filed in the Federal Action are attached hereto as Exhibit B.
 8. This notice is filed with this Court within 30 days after service on removing party of the summons and complaint in the above-entitled action.

Wherefore, removing party requests that the above-entitled action be removed from the Superior Court of Washington for Thurston County to this Court.

RESPECTFULLY SUBMITTED this the 10th day of May, 2007.

AXIOS LAW GROUP, PLLC

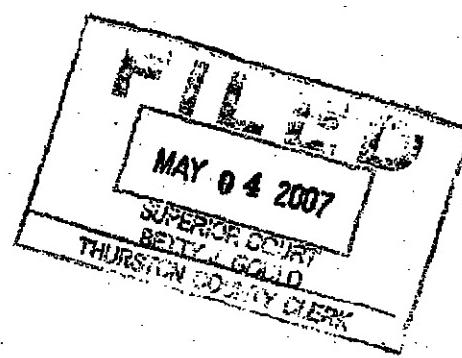
By: Jefferson Coulter

WSBA #28947

Attorney for Defendant Harjit Gill

EXHIBIT A

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**SUPERIOR COURT OF WASHINGTON
COUNTY OF THURSTON**

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9 AMERICAN MORTGAGE EDUCATORS,
10 INC., a Washington corporation,

11 Plaintiff,

12 vs.

13 HARJIT SINGH GILL, a married man in his
14 separate capacity,

15 Defendant.

16 NO. **07-2-00897-4**

17 SUMMONS

18
19 TO: **HARJIT SINGH GILL**

20 A lawsuit has been started against you in the above-entitled court by AMERICAN MORTGAGE
21 EDUCATORS, INC., plaintiff. Plaintiff's claim is stated in the written Complaint, a copy of which is
22 served upon you with this Summons.

23 In order to defend against the lawsuit, you must respond to the complaint by stating your defense
24 in writing, and serve a copy upon the undersigned attorney for the plaintiff within 20 days after the
25 service of this Summons, or within 60 days if this Summons was served outside the State of
26 Washington, excluding the day of service, or a default judgment may be entered against you without
27 notice. A default judgment is one where the plaintiff is entitled to what it asks for because you have not
28 responded. If you serve a notice of appearance on the undersigned attorney, you are entitled to notice
before a default judgment may be entered.

29 You may demand that the plaintiff file the lawsuit with the court. If you do so, the demand must
30 be in writing and must be served upon the plaintiff. Within 14 days after the service of the demand, the
31 plaintiff must file this lawsuit with the court, or the service on you of this Summons and Complaint will
32 be void.

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38 SUMMONS - 1

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1 If you wish to seek the advice of an attorney in this matter, you should do so promptly so that
2 your written response, if any, may be served on time.

3 This Summons is stated pursuant to Rule 4 of the Superior Court Civil Rules of the State of
Washington.

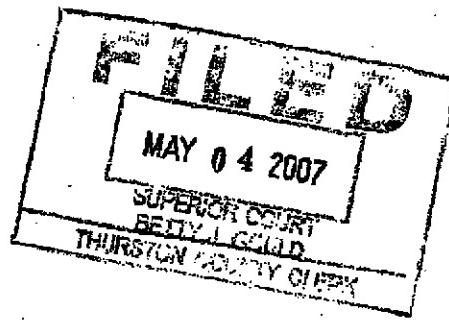
4 DATED this 17th day of May, 2007 in Olympia, Washington.

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Patrick W. Rawnsley, WSBA 34879
8 RAWNSLEY & FUGATE, P.C.
9 Of Attorneys for Plaintiff

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SUMMONS - 2

RAWNSLEY & FUGATE, P.C.
1115 West Bay Dr. NW, Suite 201
Olympia, WA 98502
Tel: (360) 754-1222
Fax: (360) 357-6398

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6 **SUPERIOR COURT OF WASHINGTON
COUNTY OF THURSTON**



7 AMERICAN MORTGAGE EDUCATORS,
8 INC., a Washington corporation,

9 Plaintiff,

10 vs.

11 HARJIT SINGH GILL, a married man in his
separate capacity,

12 Defendant.

13 NO. **07-2-00897-4**

14 COMPLAINT FOR DAMAGES,
15 INJUNCTION AND OTHER RELIEF

16 COMES NOW the plaintiff, AMERICAN MORTGAGE EDUCATORS, INC., by and through
17 its attorney of record, Patrick W. Rawnsley of RAWNSLEY & FUGATE, P.C., and by way of
18 Complaint, alleges as follows:

19 I. PARTIES

- 20 1.1 Plaintiff AMERICAN MORTGAGE EDUCATORS, INC. is a licensed Washington corporation
under UBI#: 602-614-901. Plaintiff's primary place of business is located in Yelm, Washington.
1.2 Defendant HARJIT SINGH GILL is a married man acting in his separate capacity. Defendant,
on information and belief is a resident of Thurston County, Washington.

21 II. JURISDICTION AND VENUE

- 22 2.1 This court has jurisdiction over the parties and subject matter pursuant to R.C.W. 2.08.010.
2.2 Venue is proper as the acts complained of occurred in Thurston County, Washington.

23 III. FACTS

- 24 3.1 Plaintiff's Articles of Incorporation were filed with the Washington Secretary of State on May

25
26
27
28 **COPY**

COMPLAINT FOR DAMAGES, INJUNCTION
AND OTHER RELIEF - 1

RAWNSLEY & FUGATE, P.C.
1115 West Bay Dr. NW, Suite 201
Olympia, WA 98502
Tel: (360) 754-1222
Fax: (360) 357-6398

16, 2006. Plaintiff's shareholders are Lisa Rosenberger and Robert Rosenberger. Plaintiff created and
 2 operates a business website utilizing the domain name www.MortgageFreeUSA.com. Plaintiff's
 3 business involves the sale of books, an online software subscription, advertising space and affiliate
 4 distributorships dealing specifically mortgage reduction. Plaintiff also provides workshops and
 5 seminars regarding mortgage reduction as well as information regarding the mortgage and real estate
 industry.

3.2 As of this date, defendant is neither a shareholder nor an employee but was a former
 6 independent contractor of Plaintiff. Lisa Rosenberger and defendant are an estranged married couple;
 7 an action for the dissolution of their marriage is currently pending under Thurston County Superior
 8 Court cause number 07-3-00293-7;

3.3 On or about March 2, 2007, defendant withdrew from any affiliation with Plaintiff;

3.4 On or about May 2, 2007, on information and belief defendant acting with the apparent authority
 10 of the plaintiff but without the plaintiff's prior knowledge, consent or authorization, willfully and
 11 intentionally redirected plaintiff's website to an unknown hosting company placing a "CEASE and
 12 DESIST" notice on the aforementioned website address. Defendant knew or should have reasonably
 13 known that such acts would interfere with plaintiff's business expectancies;

3.5 The defendant's willful and intentional actions have precluded the plaintiff from having any
 14 access to its customers' personal financial information, their personal credit card information, its own
 15 developed and integrated software calculators, email, store front, database, online merchant services as
 16 well as a considerable amount of its own proprietary information. As a direct and proximate result of
 17 these actions, the plaintiff has suffered and will continue to suffer irreparable damages in an amount to
 be proved;

3.6 On such dates as may be adduced through the discovery process but after March 2, 2007, the
 18 defendant has, without the plaintiff's prior knowledge, consent or authorization, contacted several of the
 19 plaintiff's business contacts, investors, advisory board members and affiliated persons providing them
 20 with inaccurate information regarding the plaintiff's state of corporate affairs as well as its ownership of
 21 books, software, subscriptions, distributorships and the like. As a direct and proximate result of these
 22 actions, the plaintiff has suffered and will continue to suffer irreparable damages in an amount to be
 proved;

3.7 Without the imposition of a preliminary and permanent injunction enjoining defendant from
 23 continuing to commit such acts as complained of above, plaintiff's damages will be continuing in nature
 24 and as result this Complaint may or shall be amended pursuant to court rule.

IV. CAUSES OF ACTION

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Olympia, WA 98502

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Fax: (360) 357-6398

COMPLAINT FOR DAMAGES, INJUNCTION
 AND OTHER RELIEF - 2

- 4.1 TORTIOUS BUSINESS INTERFERENCE. Defendant's acts and omissions as outlined above constitute the intentional interference with the business affairs and expectancies of Plaintiff thereby causing it damage in an amount to be proved;
- 4.2 CONVERSION. Defendant has unlawfully converted plaintiff's business property to his own use and has unlawfully retained plaintiff's own proprietary information as well as its customers causing damages to plaintiff in an amount to be proved;
- 4.3 UNJUST ENRICHMENT. Defendants acts as outlined above have and will continue to unjustly enrich the defendant at plaintiff's expense.
- 4.4 PRELIMINARY AND PERMANENT INJUNCTIVE RELIEF. Without the imposition of a preliminary and permanent injunction, Defendant's continued willful and intentional acts and omissions as outlined above shall continue to cause damage to the plaintiff.
- 4.5 REPLEVIN. Plaintiff requests the issuance of a writ of replevin to restore possession of its property which is currently being unlawfully held by defendant.

WHEREFORE, Plaintiff prays for the following relief:

1. Judgment against defendant for damages arising out of tortious business interference, plus prejudgment interest thereon at the maximum legal rate, in an amount to be proved;
 2. Judgment against defendant for his unlawful conversion of plaintiff's property in an amount to be proved, plus prejudgment interest thereon at the maximum legal rate;
 3. Judgment against defendant for unjust enrichment in an amount to be proved plus prejudgment interest thereon at the maximum legal rate;
 4. A preliminary and a permanent injunction preventing the defendant's continued possession of plaintiff's property as well as contacting plaintiff's investors, advisory board members, vendors, and business contacts for any reason whatsoever;
 5. Issuance of a writ of replevin restoring to plaintiff possession of its property;
 6. Judgment against defendant for the plaintiff's attorneys fees and costs arising out contract, statute or equity; and
 7. Such further and other relief as the court deems just and equitable.

DATED this 1 day of May, 2007.

~~Patrick W. Rawnsley, WSBA 34879
RAWNSLEY & FUGATE, P.C.
Of Attorneys for Plaintiff~~

RAWSLEY & FUGATE, P.C.
1115 West Bay Dr. NW, Suite 201

**COMPLAINT FOR DAMAGES, INJUNCTION
AND OTHER RELIEF - 3**

1 STATE OF NEVADA }
2 COUNTY OF _____ } SS.

3 LISA ROSENBERGER being first duly sworn upon oath deposes and says:

4 That I am a shareholder and officer of the plaintiff herein and am otherwise authorized to act on
5 the behalf of said corporation;

6 That I have read the foregoing COMPLAINT FOR DAMAGES, INJUNCTION AND OTHER
7 RELIEF, know the contents thereof and believe the same to be true.

8
9 LISA ROSENBERGER

10 Subscribed and sworn to before me this _____ day of May, 2007 by LISA ROSENBERGER

11
12
13 Printed Name: _____
14 Notary Public in and for the State of _____
15 Nevada, residing at _____
16 My commission expires _____

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28 RAWNSLEY & FUGATE, P.C.

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Olympia, WA 98502

Tel: (360) 754-1222

Fax: (360) 237-6398

COMPLAINT FOR DAMAGES, INJUNCTION
AND OTHER RELIEF - 4

1 STATE OF NEVADA }
2 COUNTY OF _____ } ss.

3 LISA ROSENBERGER being first duly sworn upon oath deposes and says:
4 That I am a shareholder and officer of the plaintiff herein and am otherwise authorized to act on
5 the behalf of said corporation;
6 That I have read the foregoing COMPLAINT FOR DAMAGES, INJUNCTION AND OTHER
7 RELIEF; know the contents thereof and believe the same to be true.

LISA ROSENBERGER

8
9 Subscribed and sworn to before me this 11 day of May, 2007 by LISA ROSENBERGER

10
11 Printed Name: _____
12 Notary Public in and for the State of _____
13 Nevada, residing at _____
14 My commission expires _____

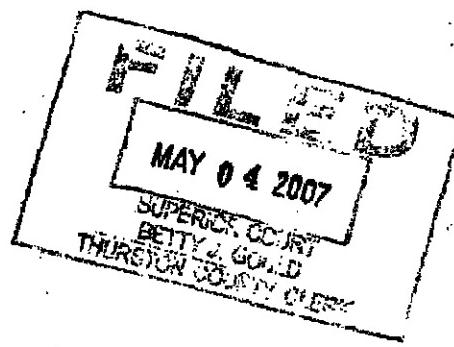
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COMPLAINT FOR DAMAGES, INJUNCTION
AND OTHER RELIEF - 4

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6 **SUPERIOR COURT OF WASHINGTON**
7 **COUNTY OF THURSTON**

8 **AMERICAN MORTGAGE EDUCATORS,**
9 **INC., a Washington corporation,**

10 Plaintiff,

11 vs.

12 HARJIT SINGH GILL, a married man in his
13 separate capacity,

14 Defendant.

15 NO. **07 - 2 - 00897 - 4**

16 **MEMORANDUM OF AUTHORITIES IN**
17 **SUPPORT OF MOTION FOR**
18 **TEMPORARY RESTRAINING ORDER**
19 **AND FOR PRELIMINARY INJUNCTION**

20 I. INTRODUCTION

21 This case involves the defendant's unauthorized redirection of the plaintiff's website along with
22 its own proprietary information as well as its customer's personal financial information. This case also
23 involves the defendants unauthorized, willful and intentional acts in contacting critical and key advisory
24 board members, investors, affiliates and potential business contacts in a systematic and methodical
25 effort to cripple plaintiff's business.

26 II. FACTS

27 Plaintiff's Articles of Incorporation were filed with the Washington Secretary of State on May
28 16, 2006. Plaintiff's shareholders are Lisa Rosenberger and Robert Rosenberger. Plaintiff created and
29 operates a business website utilizing the domain name www.MortgageFreeUSA.com. Plaintiff's
30 business involves the sale of books, an online software subscription, advertising space and affiliate
31 programs.

32 **RAWNSLEY & FUGATE, P.C.**

33 1115 West Bay Dr. NW, Suite 201

34 Olympia, WA 98502

35 Tel: (360) 754-1222

36 Fax: (360) 357-6398

37 **MEMORANDUM OF AUTHORITIES IN SUPPORT OF**
38 **MOTION FOR TEMPORARY RESTRAINING ORDER**
39 **AND FOR PRELIMINARY INJUNCTION - 1**

1 distributorships dealing specifically mortgage reduction. Plaintiff also provides workshops and
 2 seminars regarding mortgage reduction as well as information regarding the mortgage and real estate
 3 industry.

4 As of the date of this action, defendant is neither a shareholder nor an employee but was a
 5 former independent contractor of Plaintiff. Lisa Rosenberger and defendant are an estranged married
 6 couple; an action for the dissolution of their marriage is currently pending under Thurston County
 7 Superior Court cause number 07-3-00293-7. In that action, on April 26, 2007 Court Commissioner
 8 Christine Schaller entered Findings of Fact and Conclusions of Law finding that the books being sold by
 9 plaintiff and the software being utilized by plaintiff are the intellectual and separate property of the
 10 defendant. A Temporary Order was entered concurrently ordering Ms. Rosenberger to turn over all
 11 books, online software and other intellectual property no later than May 1, 2007. On April 30, 2007,
 12 Ms. Rosenberger, through counsel, filed her Motion to Revise as well as obtained an order staying the
 13 effectiveness of the aforementioned Temporary Order. Ms. Rosenberger's revision motion is scheduled
 14 for May 29, 2007.

15 As stated previously, the defendant was an independent contractor who, on or about March 2,
 16 2007, withdrew his affiliation with plaintiff. Since that time, the defendant, on information and belief,
 17 acting with the apparent authority of the plaintiff and without the plaintiff's prior knowledge, consent or
 18 authorization, willfully and intentionally redirected plaintiff's website to an unknown hosting company
 19 and subsequently placing a "CEASE and DESIST" notice on the aforementioned website address. A
 20 true and correct copy of said notice is attached hereto.

21 The defendant's willful and intentional actions have precluded the plaintiff from having any
 22 access to its customers' personal financial information, their personal credit card information, its own
 23 developed and integrated software calculators, email, store front, database, online merchant services as
 24 well as a considerable amount of its own proprietary information. Attached hereto are true and correct
 25 copies of invoices and other business documents which are indicative of the plaintiff's ownership of
 26 same. The plaintiff had previously scheduled an appearance at a three day event/fair in Las Vegas,
 27 Nevada beginning on May 4, 2007 which had a projected \$524,000.00 profit. The plaintiff's
 28 involvement in the fair was entirely dependent on the utilization of its website. As of today's date,
 plaintiff is exposed to liability in the form of hundreds if not thousands of chargebacks on credit card
 transactions with its customers for which they have purchased access to the online software calculator
 and information.

Furthermore, the defendant has contacted the plaintiff's advisory board who is essentially its
 investors group and disseminated false and/or misleading information regarding the plaintiff's state of
 affairs. A copy of the email is attached hereto. The defendant has also contacted other third parties
 including but not limited to Joe Kelly of ArcLoan, Pinnacle Financial Corp and a Las Vegas NBC

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MEMORANDUM OF AUTHORITIES IN SUPPORT OF
MOTION FOR TEMPORARY RESTRAINING ORDER
AND FOR PRELIMINARY INJUNCTION -2

1 affiliate with which plaintiff was having a story aired regarding its services and operations. The
 2 plaintiff has lost its anti-foreclosure expert, Marie McDonnell as a direct result of the defendant's
 3 actions. A copy of her email is attached hereto.

4 Without a temporary restraining order and preliminary injunction restraining the defendant from
 5 the continued use of the plaintiff's website and proprietary information, the plaintiff will be irreparably
 6 damaged.

7 III. ISSUE

8 Whether first a temporary restraining order and subsequently a preliminary injunction should be
 9 issued enjoining the defendants from the following conduct:

- 10 1. Communicating, either orally, in person or in writing, including any electronic based
 11 transmissions, with any vendor, advisory board member, prospective client, prospective
 12 lender, prospective business affiliate, prospective independent contractor, or the like
 13 regarding any aspect of this litigation or any aspect of the litigation pending under
 14 Thurston County Superior Court cause number 07-3-00293-7;
- 15 2. The continued possession or control, in any form including but not limited to physical,
 16 electronic or the like, of the plaintiff's website and all information, calculators,
 17 databases, web based pages, emails and financial information of its client's;

18 IV. ANALYSIS

19 R.C.W. 7.40.020 provides the statutory grounds for the issuance of the injunction, according to
 20 *Tyler Pipe Industries v. Department of Revenue*, 96 Wn.2d 785, 638 P.2d 1213 (1982) this statute is
 21 seldom cited or relied upon. *Tyler Pipe*, 96 Wn.2d at 792. Under *Tyler Pipe*, "...one who seeks relief
 22 by temporary... injunction must show: (1) that he has a clear, legal or equitable right; (2) that he has a
 23 well-grounded fear of immediate invasion of that right; and (3) that the acts complained of are either
 24 resulting in or will result in actual and substantial injury to him." *Id. citing Port of Seattle v.*
International Longshoremen's & Warehousemen's Union, 52 Wn.2d 317, 324 P.2d 1099 (1958). The
 25 purpose of a temporary restraining order or a preliminary injunction is to preserve the status quo until a
 26 trial can be had on the merits.

27 Here, the plaintiff has a clear, legal and equitable right to the relief requested in his motion. The
 28

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MEMORANDUM OF AUTHORITIES IN SUPPORT OF
 MOTION FOR TEMPORARY RESTRAINING ORDER
 AND FOR PRELIMINARY INJUNCTION - 3

1 plaintiff has brought an action to retrieve its proprietary information and access to its customer's
 2 information. Plaintiff's claims for tortious business interference and conversion necessarily encompass
 3 the injunctive relief requested under items above. Plaintiff anticipates it will prevail on its claim for
 4 tortious business interference and conversion and as such the first element of the *Tyler Pipe* analysis is
 met. *Tyler Pipe*, 96 Wn.2d at 793.

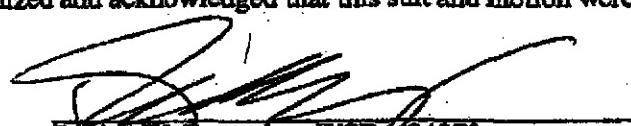
5 As outlined above, the defendant has instituted a course of conduct which has effectively
 6 precluded the plaintiff from doing business and exposing it to liability from its own customers and
 7 investors. Plaintiff's legal right to conduct its business free of interference from the defendant as well
 8 as continued possession of its property is currently being and will continue to be "invaded" if injunctive
 relief does not issue.

9 With respect to the final element, plaintiff has suffered actual, substantial and irreparable injury
 10 and will continue to do so if injunctive relief is not granted. As stated in Ms. Rosenberger's supporting
 11 declaration, plaintiff has lost significant business potential profits with respect to the currently pending
 12 business fair in Las Vegas as well as exposure to liability from its own customers and investors.
 Finally, there is no other adequate remedy at law available to plaintiff to rectify or otherwise prevent the
 catastrophic loss of its customers and ability to do business.

IV. CONCLUSION

15 All three of the *Tyler Pipe* elements are present in this case. Plaintiff has already suffered
 16 significant damages despite their best efforts to mitigate same. Without injunctive relief, the defendant
 17 will continue to possess plaintiff's proprietary information, customer financial, credit card and personal
 18 information and the like and will likely continue to misrepresent plaintiff's current state of affairs
 causing actual, substantial and irreparable harm to the plaintiff. Accordingly, plaintiff requests the court
 19 enjoin the defendant as outlined above. The undersigned has been unable to contact the defendant
 20 personally but has had conversations regarding the filing of this lawsuit with the defendant's dissolution
 21 of marriage counsel who will more than likely appear on his behalf. Mr. Morgan indicated that he was
 22 not authorized to accept service of same but realized and acknowledged that this suit and motion were
 imminent.

23 DATED this 4th day of May, 2007

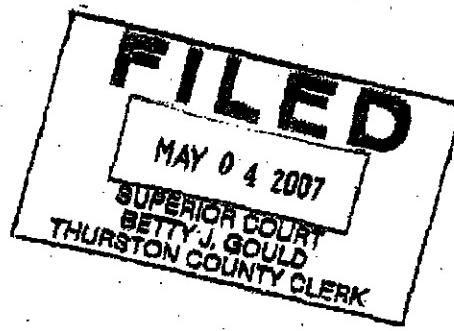


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Patrick W. Rawnsley, WSB# 34879
RAWNSLEY & FUGATE, P.C.
Of Attorneys for Plaintiff

RAWNSLEY & FUGATE, P.C.

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MEMORANDUM OF AUTHORITIES IN SUPPORT OF
MOTION FOR TEMPORARY RESTRAINING ORDER
AND FOR PRELIMINARY INJUNCTION - 4



SUPERIOR COURT OF WASHINGTON
COUNTY OF THURSTON

AMERICAN MORTGAGE EDUCATORS,
INC., a Washington corporation,

07-2-00897-4

NO.

Plaintiff,
vs.

TEMPORARY RESTRAINING
ORDER/ORDER TO SHOW CAUSE

HARJIT SINGH GILL, a married man in his
separate capacity,

Defendant.

THIS MATTER having come on ex parte before the above-captioned court on the plaintiff's motion for a temporary restraining order/order to show cause and the court having considered the motion, memorandum of authorities and the declaration of Lisa Rosenberger, and the court finding that the plaintiff will suffer irreparable damage in the form of lost profits and exposure to liability from its own customers if this temporary restraining order does not issue and that same constitutes good cause for the issuance of this order without prior notice to the defendant; now therefore

IT IS HEREBY ORDERED that the defendant, HARJIT SINGH GILL, shall be enjoined from the following:

1. Communicating, either orally, in person or in writing, including any electronic based transmissions, with any vendor, advisory board member, prospective client, prospective lender, prospective business affiliate, prospective independent contractor, or the like regarding any aspect of this litigation or any aspect of the litigation pending under Thurston County Superior Court cause number 07-3-00293-7;
2. The continued possession or control, in any form including but not limited to physical,

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Fax: (360) 357-6398

TEMPORARY RESTRAINING ORDER
ORDER TO SHOW CAUSE - 1

COPY

1 electronic or the like, of the plaintiff's website and all information, calculators,
2 databases, web based pages, emails and financial information of its client's; and
3 *A copy of Plaintiff's Motion for Preliminary Injunction is attached.*
4 IT IS FURTHER ORDERED that Defendant HARJIT SINGH GILL shall appear and show
cause why the relief requested in the motion should not be granted.

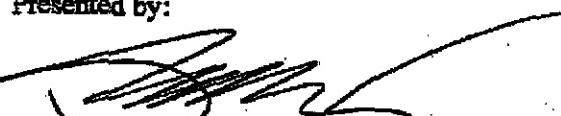
5 Date: May 18, 2007
6 Time: 9:00 a.m.
7 Place: Thurston County Superior Court
8 Dept: To be assigned

9 Signed this 11 day of May, 2007 at 9:40 p.m.

10 DAVID HUNTER OF MONTLAW
COURT COMMISSIONER

11 JUDGE/COURT COMMISSIONER

13 Presented by:

14 
15 Patrick W. Rawnsley, WSBA 34879
16 RAWNSLEY & FUGATE, P.C.
17 Of Attorneys for Plaintiff

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28 TEMPORARY RESTRAINING ORDER/
ORDER TO SHOW CAUSE - 2

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Olympia, WA 98502

Tel: (360) 754-1222

Fax: (360) 357-6398

EXPEDITE (if filing within 5 court days of hearing)

Hearing is set:

Date: _____

Time: _____

Judge/Calendar: _____

FILED

SUPERIOR COURT
THURSTON COUNTY, WASH.

07 MAY -7 PM 4:17

BETTY J. GOULD, CLERK

BY DEPUTY

**SUPERIOR COURT OF WASHINGTON
FOR THURSTON COUNTY**

American Mortgage Investors Inc. Plaintiff/Petitioner,

vs.

Housing Servs Corp Defendant/Respondent

NO. 07-2-00897-4

ORDER
(OR)

I. BASIS

AN EX PARTE MOTION IS PRESENTED TO PROVIDE THE COURT WITH AN OPPORTUNITY
TO REVIEW THE ENTITY OF A TEMPORARY RESTRAINING ORDER

II. FINDINGS

After reviewing the case record to date, and the basis for the motion, the court finds that:

THERE IS NO BASIS TO REVIEW THE ENTITY OF A TEMPORARY ORDER.

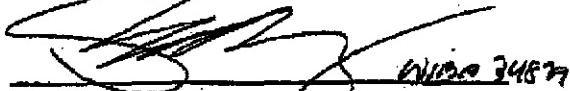
III. ORDER

IT IS ORDERED that:

THAT CERTAIN TEMPORARY RESTRAINING ORDER ENTERED 5/4/07
SHALL REMAIN IN FULL FORCE & EFFECT ACCORDING TO ITS TERMS.

DATED this 7 day of May, 2007.

Presented by:



Laurie Hunter of Mortisan

JUDGE/COURT COMMISSIONER

ORDER Brian Ransbury

M:\WPDOC\ADMINIST\FORMS\ORDER MC CIVIL.DOC, 4/1/01

EXHIBIT B

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**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA**

HARJIT GILL,

Plaintiff,

v.

AMERICAN MORTGAGE
EDUCATORS, INC., a Washington
Corporation; LISA JANE
ROSENBERGER, PERFECTO
BOBADILLA, and ROBERT
ROSENBERGER

Defendants.

NO.

**COMPLAINT FOR COPYRIGHT
INFRINGEMENT, TRADEMARK
INFRINGEMENT, FALSE
DESIGNATION OF ORIGIN,
UNFAIR COMPETITION, AND
UNFAIR BUSINESS PRACTICES.**

TRIAL BY JURY REQUESTED

Plaintiff, Mr. Harjit Gill, through his undersigned counsel, hereby states and alleges the following:

I. Parties

1. The Plaintiff, Mr. Harjit Gill ("Mr. Gill"), is a world authority on accelerated mortgage reduction strategies. He is the founder of the Speed Equity®¹ System and

¹ U.S. Registration No. 3,150,819.

Speed Equity® Software Program, as well as the international best selling author of "How to Own Your Home Years Sooner²."

2. Defendant, American Mortgage Educators, Inc. ("AME") is a Washington corporation having its principal place of business and registered agent at: 15007 105th Avenue, Yelm, WA 98597.
 3. On information and belief, Defendants, Lisa Rosenberger and Robert Rosenberger are Washington residents who operate the Defendant AME from its headquarters in Yelm, Washington.
 4. On information and belief, Defendant Perfecto Bobadilla is a resident of Las Vegas, Nevada who regularly transacts business in this District.

II. Jurisdiction and Venue

1. This is a civil action seeking damages and injunctive relief for copyright infringement under the Copyright Act, 17 U.S.C. § 101 *et seq.*; trademark infringement under the Lanham Act, 15 U.S.C. § 1051 *et seq.*, and unfair business practices under the Revised Code of Washington (RCW) Chapter 19.86.
 2. This Court has jurisdiction under 17 U.S.C. § 101 *et seq.*; 28 U.S.C. § 1331 (federal question); and 28 U.S.C. § 1338(a) (copyright and trademark). This court has pendent and/or supplemental jurisdiction under 28 U.S.C. § 1337 for causes of action arising under the laws of the state of Washington because these state law causes of action form part of the same case or controversy.
 3. This Court has personal jurisdiction over the Defendants, and venue is proper under 28 U.S.C. §§ 1331(b)-(c) and § 1400, in that the acts of infringement and unfair business practices complained of occurred in this District, by virtue of Defendants physical presence in the District, transacting, doing, and soliciting business in this District and because a substantial part of the property that is the subject of this action is situated here.

² U.S. Copyright Registration No. TXU-1-125-937

4. Plaintiff, Mr. Gill, is a resident of this District. The damage to Mr. Gill described herein took place and continues to occur in the Western District of Washington.

III. Facts

1. Mr. Gill is a world authority on accelerated mortgage reduction strategies, the founder of the Speed Equity® System and Speed Equity® Software Program, as well as the international best selling author of "How to Own Your Home Years Sooner."
 2. Mr. Gill's Speed Equity® System is used by over half a million homeowners in 8 different countries and endorsed by a subsidiary of HSBC – the third largest bank in the world (Forbes Magazine).
 3. Mr. Gill created the Speed Equity® System in 1995 in Australia and modified it in 2002 for use by North American homeowners.
 4. The first edition of Mr. Gill's book "How to Own Your Home Years Sooner" was published in 1995 in Australia and version 1 of his Australian software program was launched shortly thereafter.
 5. Mr. Gill's book and mortgage reduction system received national media coverage and become a national success.
 6. In February 2002, Mr. Gill met Lisa Rosenberger and Robert Rosenberger.
 7. In July 2002, Mr. Gill registered and began using: www.MortgageFreeUSA.com (the "Website") (See Exhibit A.)
 8. In May 2003, Mr. Gill formed Mortgage Eliminators, LLC, a Washington Limited Liability Company. The company was supported by Mr. Gill's speaking engagements, seminars, workshops, subscriptions to his Mortgage Elimination Software Program, and sales from his book "How to Own Your Home Years Sooner."
 9. In June 2003, Mr. Gill redeveloped his successful software and rebranded it under the name "Speed Equity." The software went live on the Website in August 2003.
 10. In November 2003, the first U.S. Edition of Mr. Gill's book was published.

11. In September 2005, Mr. Gill applied for the trademark "Speed Equity" in International Class 036. The trademark was registered on October 3, 2006.
 12. In March 2005, Mr. Gill married Lisa Rosenberger and met Mr. Perfecto Bobadilla, who later became the business manager for American Mortgage Educators, Inc.
 13. In May 2006, Mr. Bobadilla formed American Mortgage Educators, Inc. in order to "market and commercialize" Mr. Gill's intellectual property and to provide him with "liability protection" that the LLC lacked. Mr. Bobadilla instructed Mr. Gill to transfer his intellectual property and assets to the newly formed corporation in exchange for a majority interest.
 14. Mr. Gill did not transfer his assets into the corporation and no certificates of ownership were ever provided to Mr. Gill.
 15. In early 2007, Lisa Rosenberger filed in Thurston County, Washington, for Dissolution of her marriage with Mr. Gill (see Cause No. 07-3-00293-7.)
 16. On April 26, 2007, the Court entered Findings of Fact and Conclusions of Law stating that there is no written agreement or contract assigning Mr. Gill's intellectual property to American Mortgage Educators, Inc., that the Intellectual Property was created prior to his marriage with Lisa Rosenberger, that such intellectual property is Mr. Gill's separate property, and that the property should be turned over to Mr. Gill. (See Exhibit B.)
 17. On May 1, 2007, Mr. Gill sent a cease and desist letter to American Mortgage Educators, Inc. instructing the company to cease any further use of his intellectual property and to return unsold books, records, and tangible property to Mr. Gill. (See Exhibit C.)
 18. On May 2, 2007, Mr. Gill deactivated his Website.
 19. As of the filing of this complaint, the Defendants refuse to return Mr. Gill's intellectual and tangible property, continue to sell his books and internet software and derive license revenue therefrom.
 20. American Mortgage Educators, Inc. have created a pirated website, hosted on a Canadian server, where they continue to sell and license Mr. Gill's intellectual property, use his name, claim affiliation with Mr. Gill, and otherwise deceive the

1 public. The URL of the pirated website is www.americanmortgageeducatorsinc.com
2 (the "Infringing Website.")

3 **COUNT 1: COPYRIGHT INFRINGEMENT**

- 4
- 5 1. Plaintiff incorporates herein by this reference each and every allegation contained in
6 each paragraph above.
- 7 2. Plaintiff is, and at all relevant times has been, the copyright owner of exclusive rights
8 under United States copyright with respect to the certain copyrighted book, "How to
9 Own Your Home Years Sooner," which is the subject of a valid Certificate of
10 Copyright Registration issued by the Register of Copyrights (the "Copyrighted
11 Book").
- 12 3. Plaintiff is, and at all relevant times has been, the copyright owner of exclusive rights
13 with respect to the certain copyrighted software "Speed Equity® Software Program.
14 (the "Copyrighted Software").
- 15 4. Among the exclusive rights granted to the Plaintiff under the Copyright Act are the
16 exclusive rights to reproduce the Copyrighted Book and Software (the "Copyrights"),
17 to claim ownership of the Copyrights, to prepare derivative works based on the
18 Copyrights, and to distribute the Copyrights to the public.
- 19 5. Defendant, without permission and with willful disregard of Plaintiff's explicit
20 instructions not to use his Copyrights, continues to sell, distribute, and license
21 Mr. Gills Copyrights. In doing so, Defendants have violated Plaintiff's exclusive rights
22 of reproduction and distribution. Defendants' actions constitute infringement of
23 Plaintiff's Copyrights and exclusive rights.
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6. Defendants have recreated a website, in willful disregard of Mr. Gills rights, where without permission the Defendants continue to use an online media distribution system to permit U.S. Customers to access and use the Copyrights.
 7. The foregoing acts of infringement have been willful and intentional, in disregard of and with indifference to the rights of Plaintiff.
 8. As a result of Defendants' infringement of Plaintiff's copyrights and exclusive rights under copyright, Plaintiff is entitled to statutory damages pursuant to 17 U.S.C. § 504(c) for Defendants' infringement of the copyrighted products. Plaintiff further is entitled to its attorneys' fees and costs pursuant to 17 U.S.C. § 505.

COUNT 2: FALSE DESIGNATION OF ORIGIN

1. Plaintiff incorporates herein by this reference each and every allegation contained in each paragraph above.
 2. Defendants has engaged in false designation of origin by using the registered trademark SPEED EQUITY, Mr. Gills name and Mr. Gill's "Consumer Advocate: Harj Gill. Seal of Approval." design mark (the "Marks") even though Mr. Gill owns the exclusive rights to use the Marks in association with his Website and Copyrights described above. Defendants' use of Mr. Gill's Marks is without license, permission or authorization and is likely to and has caused confusion or mistake as to the origin, sponsorship, or approval of Defendants' goods or commercial activities. Thus, Defendant's actions constitute a violation of Section 43(a) of the Lanham Act, 15 U.S.C. § 1125(a).

- 1 3. Defendants have derived and will continue to derive and receive from the
2 above-alleged acts of infringement, profits and revenues in an amount that is not
3 presently known to Plaintiff. Further, such acts of infringement were made with
4 knowledge of their capacity to deceive and were thus committed intentionally and
5 willfully. By reason of the above acts of infringement, Plaintiff has been and will
6 continue to be damaged in an amount to be determined at trial.
7
8 4. The activities of Defendants as alleged in this Complaint have caused and will
9 continue to cause irreparable harm to Plaintiff.

10
11 **COUNT 3: UNFAIR COMPETITION UNDER LANHAM ACT § 43**
12

- 13 1. Plaintiff incorporates herein by this reference each and every allegation contained in
14 each paragraph above.
15
16 2. Defendants' use of the Marks to promote, market, or sell their product in direct
17 competition with Mr. Gill constitutes Unfair Competition pursuant to 15 U.S.C.
18 § 1125(a). Defendants' use of the Marks is likely to cause confusion, mistake, and
19 deception among consumers. Defendants' unfair competition has caused and will
20 continue to cause damage to Mr. Gill, and is causing irreparable harm to Mr. Gill for
21 which there is no adequate remedy at law.
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1 **COUNT 4: UNFAIR BUSINESS PRACTICE UNDER RCW § 19.86.010 *et seq.***

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1. Plaintiff incorporates herein by this reference each and every allegation contained in each paragraph above.
 2. Defendants' use of the Copyrights and Marks to promote, market, or sell a product in direct competition with Mr. Gill and to deceive the public as to the Mr. Gill's affiliation constitutes an Unfair Business Practice pursuant to RCW § 19.86.010 *et seq.* Defendants' use of the Copyrights and Marks is an unfair or deceptive practice occurring in trade or commerce that impacts the public interest and has caused injury to Mr. Gill. Defendants' unfair business practice has caused and will continue to cause damage to Mr. Gill, and is causing irreparable harm to Mother for which there is no adequate remedy at law.

11 **COUNT 5: COMMON LAW UNFAIR COMPETITION**

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1. Plaintiff incorporates herein by this reference each and every allegation contained in each paragraph above.
 2. Defendants' conduct constitutes unfair competition in that it offends established public policy and is immoral, unethical, oppressive, unscrupulous and injurious to consumers.
 3. The acts of unfair competition alleged herein were committed with oppression, fraud, and malice. Specifically, Defendants continue to market, sell and derive revenue from Mr. Gills Copyrights and Marks and continue to deceive the public into believing they continue to be associated with him and the system he has built over the last 15 years.

IV. JURY DEMAND

Mr. Gill requests a jury trial on all issues triable by jury.

V. Request for Relief

Mr. Gill requests for the following alternative and cumulative relief:

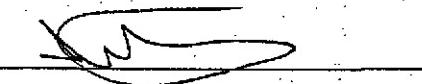
1. An order enjoining Defendants, including all officers, agents, affiliates, employees and representatives of the Defendants, and all persons in active concert or participation with any of them, from engaging in or performing any of the following:
 - a. Using, selling, licensing, displaying, or providing access to the Copyrights or Marks, or any other products, services or source identifiers that are substantially similar to the Copyrights or confusingly similar to the Marks, in connection with the advertising, marketing, sale or provision of any products or services.
 - b. Performing any act that is likely to cause confusion, to cause mistake or to deceive, or otherwise mislead the trade or public into believing that Mr. Gill is associated with Defendants or that Defendants have any rights in the Copyrights or Marks.
 2. An order that Defendants deliver up all products all copies of Mr. Gill's Copyrights (in whatever medium of expression), any derivative or colorable imitation, together with all means for making or reproducing the same.
 3. An order requiring Defendant to send a written notice to all recipients of its mailings, and to all persons who have viewed Defendants Infringing Website, setting forth Mr. Gill's exclusive ownership of and rights to his Copyrights and Marks and disavowing any relationship between Mr. Gill and Defendants.
 4. An order requiring Defendants to file with this Court and serve on Mr. Gill, within 30 days of service of this order, a report in writing under oath setting forth in detail the manner and form in which Defendants has complied with the terms of the ordered relief.
 5. Damages in an amount sufficient to compensate Mr. Gill for all injury sustained as a result of Defendants' wrongful activities, and to account for and pay over to Mr. Gill all gains, profits, and advances derived from the use, promotion or sale by Defendants

1 of any products or provision of any services in wrongful association with Mr. Gill,
2 whether through the use of his Copyrights or Marks.

- 3 6. The immediate removal of the Infringing Website.
4 7. Treble the amount of damages recovered by Mr. Gill and all of his litigation expenses,
5 including reasonable attorneys' fees and costs.
6 8. Such other and further relief as the Court may deem just and equitable.

7
8 RESPECTFULLY SUBMITTED this the 7th day of May, 2007.

9
10 AXIOS LAW GROUP, PLLC

11
12 
13 By: Jefferson Coulter

14 WSBA #28947

15 Attorney for Plaintiff

EXHIBIT A

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Whole Search Results

04/11/2007 11:53 AM

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[com](#)

24/7 Sales & Support: (480)505-6277

Today's Offers



Make a .com name with us!®

SPECIAL OFFER for
RegisterFly.com™
Customers!



See our latest ads, photos, events & more!
LISTEN TO
Life Online™ with
BOB PARSONS
TODAY!

► BobParsons.com
Our GoDaddy-esque marketing.
Why I keep it edgy.
Our 2nd GoDaddy-esque video cast.

[Domains](#)
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[Reseller Plans](#)

WHOIS

Search Results for MORTGAGEFREEUSA.COM

Search Again
 Enter a Domain Name to Check

The data contained in GoDaddy.com, Inc.'s WHOIS database, while believed by the company to be reliable, is provided "as is" with no guarantee or warranties regarding its accuracy. This information is provided for the sole purpose of assisting you in obtaining information about domain name registration records. Any use of this data for any other purpose is expressly forbidden without the prior written permission of GoDaddy.com, Inc. By submitting an inquiry, you agree to these terms of usage and limitations of warranty. In particular, you agree not to use this data to allow, enable, or otherwise make possible, dissemination or collection of this data, in part or in its entirety, for any purpose, such as the transmission of unsolicited advertising and solicitations of any kind, including spam. You further agree not to use this data to enable high volume, automated or robotic electronic processes designed to collect or compile this data for any purpose, including mining this data for your own personal or commercial purposes.

Please note: the registrant of the domain name is specified in the "registrant" field. In most cases, GoDaddy.com, Inc. is not the registrant of domain names listed in this database.

Registrant:
Domains by Proxy, Inc.

DomainsByProxy.com
 15111 N. Hayden Rd., Ste 160, PMB 353
 Scottsdale, Arizona 85260
 United States

Registered through: GoDaddy.com, Inc. (<http://www.godaddy.com>)
 Domain Name: MORTGAGEFREEUSA.COM
 Created on: 22-Jul-02
 Expires on: 06-Feb-08
 Last Updated on: 09-Apr-07

Administrative Contact:
Private, Registration MORTGAGEFREEUSA.COM@domainsbyproxy.com
Domains by Proxy, Inc.
 DomainsByProxy.com
 15111 N. Hayden Rd., Ste 160, PMB 353
 Scottsdale, Arizona 85260
 United States
 (480) 624-2599 Fax -- (480) 624-2599

Technical Contact:
Private, Registration MORTGAGEFREEUSA.COM@domainsbyproxy.com
Domains by Proxy, Inc.
 DomainsByProxy.com
 15111 N. Hayden Rd., Ste 160, PMB 353
 Scottsdale, Arizona 85260
 United States
 (480) 624-2599 Fax -- (480) 624-2599

Domain servers in listed order:

Available TLDs

- MORTGAGEFREEUSA.INFO \$0.99/yr SAVE!
- MORTGAGEFREEUSA.BIZ \$7.99/yr
- MORTGAGEFREEUSA.US \$7.99/yr
- MORTGAGEFREEUSA.NAME \$9.99/yr

You might also consider:

- MORTGAGEFREEUSAONLINE.COM \$8.95/yr
- ONLINEMORTGAGEFREEUS.A.COM \$8.95/yr
- MORTGAGEFREEUSAHOME.NET \$8.99/yr
- HOMEMORTGAGEFREEUSA.NET \$8.99/yr
- MORTGAGEFREEUSASITE.ORG \$8.99/yr
- SITEMORTGAGEFREEUSA.ORG \$8.99/yr
- MORTGAGEFREEUSAWEB.INFO \$0.99/yr SAVE!
- WEBMORTGAGEFREEUSA.INFO \$0.99/yr SAVE!
- MORTGAGEFREEUSALIVE.BIZ \$7.99/yr
- LIVEMORTGAGEFREEUSA.BIZ \$7.99/yr
- MORTGAGEFREEUSABLOG.US \$7.99/yr

REGISTER NOW!

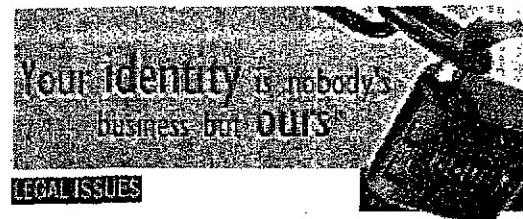
See Today's Mortgage Rates
 \$310,000 Mortgage Under \$699/mo.
 Featured on Oprah - Find Low Rates!
www.Mortgage-Rates.LowMortyBills.com

Refinance Mortgage Loans
 Rates at 5.4% Fixed. \$300,000 home loan: \$719/mo - Get 4 free quotes!
www.lendgo.com

Mortgage Loans
 Compare Up To 4 Fast Offers Online.
 Rates Are Low. Bad Credit OK.
www.eastLending.com

Mortgage Loans
 Find The Right Loans For You. Agents Nationwide. Search & Save!
eAgent.com/MortgageLoan

Arizona Refinancing Rates



Private Domain Contacts

[Acct Mgmt](#) [My Domains](#) [My Messages](#) [My Settings](#) [Domain Authorization Letters](#)

You may modify email preferences and/or the non-public contact information for SPEEDEQUITY.COM, by clicking on the applicable toolbar making your modifications, and then clicking "Save".

Modify Email Preferences

Email Settings for: SPEEDEQUITY.COM@domainsbyproxy.com
All messages that you elect to "forward" or "filter for Spam and then forward" will be sent to the email address specified in [My Settings](#). To view/edit this email address go to [My Settings](#) and look for the Customer Information toolbar.

- Use my default account setting
- Forward all email
- Filter for Spam and then forward remaining email
- Do not forward any email

Modify Non-Public Contacts

Update ALL of my domains with the contact information below

Registrant		Technical	Administrative
*First Name	Hari	*Last Name	Gill
*Email	hari_gill@hotmail.com	Company	
*Address1	16201 Vancil Loop	Address2	
*City	Yelm	State	Washington
Zip	98597	Country	United States
*Phone	3608705550	Fax	

Check here to apply changes across ALL of the non-public contact screens for this domain

* Required field.

If you are in law enforcement, [click here](#)
For our subpoena policies, [click here](#)

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All rights reserved.
U.S. Pat. No. 7,130,878





Private Domain Contacts

[Acct Mgmt](#) [My Domains](#) [My Messages](#) [My Settings](#) [Domain Authorization Letters](#)

You may modify email preferences and/or the non-public contact information for MORTGAGEFREEUSA.COM, by clicking on the applicat below, making your modifications, and then clicking "Save".

Modify Email Preferences

Email Settings for: MORTGAGEFREEUSA.COM@domainsbyproxy.com
All messages that you elect to "forward" or "filter for Spam and then forward" will be sent to the email address specified in [My Settings](#). To view/edit this email address go to [My Settings](#) and look for the Customer Information toolbar.

- Use my default account setting
- Forward all email
- Filter for Spam and then forward remaining email
- Do not forward any email

Modify Non-Public Contacts

Update ALL of my domains with the contact information below

Registrant

Technical

Administrative

*First Name	Hari	*Last Name	Gill
*Email	hari_gill@hotmail.com	Company	
*Address1	116201 Vancil Loop	Address2	
*City	Yelm	State	Washington
Zip	98597	*Country	United States
*Phone	3608705550	Fax	

Check here to apply changes across ALL of the non-public contact screens for this domain

* Required field.



If you are in law enforcement, [click here](#)
For our subpoena policies, [click here](#)

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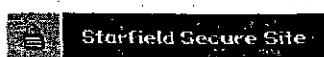
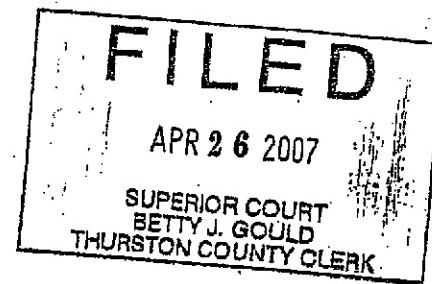


EXHIBIT B

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<input type="checkbox"/> Expedite
<input type="checkbox"/> Hearing is set
Date: _____
Time: _____
JudgeCalendar: _____



SUPERIOR COURT OF WASHINGTON
COUNTY OF THURSTON
FAMILY & JUVENILE COURT

In re the Marriage of:

LISA JANE ROSENBERGER

NO. 07-3-00293-7

Petitioner,
and
HARJIT SINGH GILL
Respondent.

FINDINGS OF FACT AND
CONCLUSIONS OF LAW RE:
INTELLECTUAL PROPERTY
and TEMPORARY ORDER

BASIS

THIS MATTER regarding having come regularly before the court upon Petitioner's Motion for Temporary Orders, and upon the declarations and exhibits filed by the parties, and argument of counsel for both parties;

FINDINGS

THIS COURT HEREBY FINDS:

1. Respondent is not an "employee" of the parties' business, American Mortgage Educators;
2. A 1099 was provided to the court showing Respondent as an "independent contractor" of the business;

FINDINGS AND CONCLUSIONS RE: INTELLECTUAL PROPERTY Page
1 of 2

BISELL LAW FIRM
GINA M. BISSELL
6963 Littlerock Road SW
Tumwater, WA 98512
360-956-1911

APR/25/2007/WED 04:06 PM WORTH LAW GROUP

FAX No. 3607053021

P. 003

3. There is no written agreement or contract from Respondent to the corporation to show that Respondent signed over his copyrighted and intellectual property rights to the Corporation to sell;
 4. The books being sold by the corporation were written by Respondent, Harjit Gill, before the parties were married;
 4. The books and the on-line software being sold by the corporation is the intellectual property of Harjit Gill;

CONCLUSIONS OF LAW

I had in a piano species 5 hours. That

1. The intellectual property of the books and on-line software is the separate property of Respondent, Harjit Gill;
 2. The intellectual property should be turned over to the Respondent, Harjit Gill.

2. The intellectual property should be turned over to the Respondent, Harjit Gill.

3. The court does not have the jurisdiction to order the corporation to take any action or turn over any property.

DATED this _____ of _____, 20____ CHRISTINE SCHALLER

JUDGE/COURT COMMISSIONER

Presented by:

Approved for entry as to farm by:

Gina M. Bissell
WSBA #21848
Attorney for Petitioner

Clinton Morgan
WSBA #
Respondent

FINDINGS AND CONCLUSIONS RE: INTELLECTUAL PROPERTY Page
2 of 2

BISSELL LAW FIRM
GINA M. BISSELL
6963 Littlerock Road SW
Tumwater, WA 98512
360-956-1911

EXHIBIT C

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MSN Hotmail -

Page 1 of 2



harj_gill@hotmail.com

Printed: Friday, May 4, 2007 7:46 AM

From : harj_gill <harj_gill@hotmail.com>
Sent : Tuesday, May 1, 2007 6:10 PM
To : Info@MortgageFreeUSA.com, admin@MortgageFreeUSA.com, rercsa@alltel.net
CC : harj_gill@hotmail.com, Bruce_Santy@msn.com, hberchet@comcast.net, katieparr@hotmail.com, perdrix@comcast.net, perdrifixec@comcast.net, stakes@ywave.com, steverussell42@hotmail.com, outdoorsbydesign@msn.com
Subject : CEASE & DESIST - IMMEDIATELY

To the Officers, Owners & Representatives of American Mortgage Educators, Inc:

Chairman of the Board Mr. Robert Rosenberger
 President & CEO Dr. Lisa Rosenberger
 Chief Operations Officer Mr. Perfecto Bobadilla

This a FIRST & FINAL NOTICE.

This is to inform you that as of March 02, 2007 I, Harj Gill, withdrew my endorsement of and affiliation with American Mortgage Educators, Inc. its owners, officers, employees and representatives.

Please be advised that the FINDINGS OF FACT AND CONCLUSIONS OF LAW RE: INTELLECTUAL PROPERTY and TEMPORARY ORDER that was passed down by the SUPERIOR COURT OF WASHINGTON - COUNTY OF THURSTON FAMILY & JUVENILE COURT on April 26, 2007 states:

FINDINGS:

- There is NO WRITTEN AGREEMENT or CONTRACT from me to your corporation to show that I signed over my copyright and Intellectual Property Rights to your corporation to sell;
- The books being sold by your corporation were written by me BEFORE the parties' were married;
- The book and the on-line software being sold by your corporation is MY intellectual property;

CONCLUSIONS OF LAW

1. There is a Prima Facie showing that the Intellectual Property of the books and online software is MY separate property.

2. The Intellectual Property SHOULD BE TURNED OVER TO ME.

Despite the Family Court's decision that it does not have the jurisdiction to order your corporation to take any action or to turn over any property to me, there is a moral and ethical obligation for you to do so.

My attorney has made repeated attempts over the past two months to reach an amicable and fair settlement with you regarding your Corporation's UNAUTHORIZED representation and commercialization of my Intellectual Property.

My attorney's office contacted Mr. Steven Bean, a local attorney and professional mediator, who stated that he could mediate on Thursday, May 3rd, 2007. You refused this offer of mediation.

My attorney's office then contacted another local attorney/mediator, Mr. Steve Henderson, who stated that he could mediate on Monday, April 30th, 2007. You also refused this offer of mediation.

Meanwhile your corporation continues to represent and commercialize my Intellectual Property in the conduct of your company's marketing and business efforts.

I HEREBY DEMAND that you:

- IMMEDIATELY CEASE & DESIST from representing me as the Consumer Advocate and from using my Seal of Approval.
- IMMEDIATELY CEASE & DESIST from representing and commercializing my Intellectual Property that includes, but is not limited to, the domain name www.MortgageFreeUSA.com, the Speed Equity® System, the Speed Equity® Software Program as well as my publication "How to Own Your Home Years Sooner."
- IMMEDIATELY CEASE & DESIST from making any UNAUTHORIZED derivative or modified works of any of my Intellectual Property without my prior knowledge and written consent.
- IMMEDIATELY CEASE & DESIST from using my name, Harj Gill, and my titles as "International Best Selling Author," and "World's Foremost Mortgage Reduction Expert."
- IMMEDIATELY CEASE & DESIST from using my goodwill by making references that suggest you and your corporation are in any way associated or affiliated with me.
- IMMEDIATELY RETURN ALL my Intellectual Property to me.
- IMMEDIATELY RETURN ALL the tangible assets of my LLC to me.

MSN Hotmail -

Page 2 of 2

- COMPENSATE ME for the past and the continued use of my Intellectual Property.

You have 24 hours to comply with my demands by contacting my Attorney to settle this issue or I shall be forced to take action.

I look forward to your cooperation regarding this matter.

Thanking you in advance,

Harj Gill, M.Ed

Advertisement: Its simple! Sell your car for just \$30 at carsales.com.au http://a.ninemsn.com.au/b.aspx?URL=http%3A%2F%2Fsecure%2Dau%2Eimrworldwide%2Ecom%2Fcg%2Dbin%2Fa%2Fd%5F450304%2Fet%5F2%2Fcrg%5F801577%2Fpi%5F1005244%2Fai%5F838588&t=7549510908_r=tig&m=EXT